

this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

[End of Clause]

#### I.9 952.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

##### (a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as-is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

##### (b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance;

or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5 and the DOE Acquisition Regulation Subpart 945.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR and the DOE Acquisition Regulation Subpart 945.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs

or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

[End of Clause]

I.10 970.5204-2 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK  
PLANNING AND EXECUTION (JUN 1997)

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.

(2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.

(3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.

(4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

(5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

(6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:



- (1) Define the scope of work;
- (2) Identify and analyze hazards associated with the work;
- (3) Develop and implement hazard controls;
- (4) Perform work within controls; and
- (5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract on Laws, Regulations, and DOE Directives. The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) The contractor is responsible for compliance with the ES&H requirements applicable to this contract regardless of the performer of the work.

(i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or -leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may require that the subcontractor submit a Safety Management System for the contractor's review and approval.

[End of Clause]

(JAN 1993)

(a) The contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, with respect to work performed on-site at a DOE-owned or leased facility, as provided at 10 CFR 708.

[End of Clause]

**PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

Table of Contents

<u>Attachment</u>	<u>Title</u>
A	Sample Reporting Requirements Checklist for Delivery Orders
B	History of Federal Energy Legislation That Assigns Temperature Set Points, Ventilation Requirements, and Lighting Levels
C	DOE Qualified List of Energy Services Contractors

(Note: all attachments appear at the end of this document.)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND**  
**OTHER STATEMENTS OF OFFERORS**

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

---

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

c. If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

c. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code.

Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the



number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
  - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - ☐ Offeror is an agency or instrumentality of a foreign government;
  - ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
  - ☐ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
  - ☐ Sole proprietorship
  - ☐ Partnership
  - ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

[End of Provision]

K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

- (a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.
- (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

[End of Provision]

## K.5 52.204-6 DUNS UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

[End of Provision]

## K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
  - (i) The Offeror and/or any of its Principals--
    - (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (c) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one

or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K.7 52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

- (a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_.
- (b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) \_\_\_\_\_.

[End of Provision]

K.8 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street	Name and Address of Owner and
Address, City, State, County,	Operator of the Plant or
Zip Code)	Facility if Other than
	Offeror or Respondent

_____	_____
_____	_____
_____	_____
_____	_____

[End of Provision]

K.9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8711.
- (2) The small business size standard is no more than \$20 M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
- (c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.
- "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13

CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (I) Be punished by imposition of a fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K.10 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [ ] is, [ ] is not an emerging small business.

- (c) (Complete only if the Offeror is a small business or an emerging small business, indicating its



size range.)

Offeror's number of employees for the past 12 months (check this column if size standard in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). **(Check one of the following.)**

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

[End of Provision]

K.11 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror represents as follows:

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

[End of Provision]

K.12 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and

other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
  - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

[End of Provision]

**K.13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

**K.14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and

does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K.15 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is [ ], is not [ ] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

[End of Provision]

K.16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: **(Check each block that is applicable.)**
    - [ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
    - [ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - [ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
    - [ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC)

designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or

- [ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K.17 52.225-1 BUY AMERICAN CERTIFICATE (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

[End of Provision]

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS:**FAR Clause No.      Clause Name

52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-1	Instructions to Offerors
52.216-27	Single or Multiple Awards
52.222-24	Preaward On-site Equal Opportunity Compliance Review (Apr 1984)

**L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Clause entitled "Proposal Preparation Instructions - Volume III, Price Proposal - Other" in Section

L.

**L.3 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract resulting from this solicitation.



L.4 952.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Sylvia G. Galde: AD-424  
U.S. Department of Energy  
Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, TN 37831

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, SW, Washington, DC 20585, Fax: (202) 586-4546.

[End of Provision]

L.5 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.).

L.6 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.7 DOE ISSUING OFFICE MAILING ADDRESS AND POINT OF CONTACT (APR 1998)

U.S. Department of Energy  
Oak Ridge Operations  
Procurement and Contracts Division  
P.O. Box 2001  
Oak Ridge, TN 37831

Point of Contact: Angela Carroll Hart  
Telephone No.: 423-576-0999  
Fax: 423-241-2549  
Email: hartap@oro.doe.gov

L.8 AMENDMENT OF THE SOLICITATION (APR 1998 )

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an offeror must be acknowledged in accordance with the solicitation provision "Amendments to Solicitations." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

Any amendments to this solicitation (prior to submission of offers) generated by the issuing office will be provided on the Internet at the Oak Ridge Operations Office, Procurement and Contracts Division home page under "Current Solicitations" address: [http://www.doe.gov/procurement/oro\\_home.html](http://www.doe.gov/procurement/oro_home.html). It will be the responsibility of the offeror to routinely examine the specified home page for any amendments that may be issued on this solicitation prior to submission of offer.

L.9 TIME, DATE AND PLACE PROPOSALS ARE DUE (MAY 1997 )

Mailed proposals shall be marked as follows:

FROM:

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MAIL TO:

U. S. Department of Energy  
Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831-8759  
ATTN: Angela Carroll Hart

SOLICITATION NO. DE-RP05-98OR22587

DUE 4:00 July 28, 1998  
(Time) (Date)

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE IDENTIFIED SOLICITATION.

Hand carried proposals shall be marked as follows:

FROM:

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HAND CARRY TO:

U. S. Department of Energy  
Oak Ridge Operations Office  
200 Administration Road  
Oak Ridge, Tennessee 37830  
ATTN: Angela Carroll Hart  
SOLICITATION NO. DE-RP05-98OR22587  
DUE 4:00 July 28, 1998  
(Time) (Date)

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE IDENTIFIED SOLICITATION.

- a. All proposals are due NO LATER THAN 4:00 local prevailing time on July 28, 1998.  
(CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications and withdrawals of proposals.)
- b. The offeror assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation.
- c. It may not be possible to hand carry the package(s) outside of the hours 8:00 to 5:00 workdays. Delivery to any other location may result in late receipt of the proposal and is strongly discouraged.
- d. Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

L.10 INTENTION TO PROPOSE (APR 1984)

Please review this solicitation. To enable us to anticipate the number of submissions to be evaluated, please complete the information in the Intention to Propose, Attachment E, Section L and mail to the address shown on the attachment by the earliest practical date.

L.11 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (MAY 1997)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.12 SITE TOUR PLAN (MAY 1998)

Offerors are invited to inspect the single "initial project" site used as the basis for this solicitation. The purpose of the site visit is only to satisfy offerors regarding all general and local conditions that may affect the cost of contract performance. No questions will be answered at the site tours. All questions generated as a result of participating in the site tours shall be submitted in writing in accordance with Section L.23. Since all site specific proposals are based solely on the site data package provided by the Government any discrepancies between the site and the data package will be settled by the information in the data package. Offerors shall only propose

ECMs in the required primary technology category and associated technology categories as specified by building in the site data package. Proposals on other non-related opportunities observed during the site tours are not requested and will not be evaluated. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

The "initial project" includes buildings in two nearby locations. Tours of the two locations will be conducted on the following schedule:

Oceana Naval Air Station, Virginia Beach, Virginia

June 17th, 1998

Little Creek Naval Amphibious Base, Virginia Beach, Virginia

June 17th, 1998

The necessary number of tours will be held at each site in order to accommodate all offerors. No other site visits, and no contact with site personnel, will be allowed. Offerors planning to attend the site tours must complete the tour request form found in Attachment D referenced in Section L of this solicitation. As instructed in the tour request directions, offerors must complete the request form and fax it to the tour coordinator. All tour requests must be received by June 9th, 1998, to allow time for final arrangements.

#### L.13 PROJECT SITE DATA PACKAGE (MAY 1998)

The site data package, as well as additional materials, comprise the "Department of Energy National Technology-Specific Geothermal Heat Pump SUPER ESPC Solicitation Library". The site data package includes buildings from two nearby locations: Oceana Naval Air Station, Virginia Beach, Virginia, and Little Creek Naval Amphibious Base, Virginia Beach, Virginia. The entire library is provided in hardcopy format as follows:

##### Site Data Package (SDP)

SDP Text -- hardcopy

SDP Spreadsheet Workbook -- hardcopy

SDP Figures & Drawings -- hardcopy

SDP Attachments -- hardcopy

Davis-Bacon Act Wage Determinations -- hardcopy

Service Contract Act Wage Determinations -- hardcopy

##### Bond Forms

Performance Bond Form -- hardcopy

Payment Bond Form -- hardcopy

Continuation Sheet -- hardcopy



In addition to the hardcopy, part of the library is also provided in electronic format on one 3.5 inch diskette:

Site Data Package (SDP)

SDP Text -- WordPerfect 6.1 and Word 6.0

SDP Spreadsheet Workbook -- Excel 5.0

To obtain one hardcopy of the entire "Department of Energy National Technology-Specific Geothermal Heat Pump SUPER ESPC Solicitation Library" and one diskette of the parts of the library that are available in electronic format, contact:

Kinko's - Farragut  
10205 Kingston Pike  
Knoxville, TN 37922  
Tel: (423) 531-8307  
Fax: (423) 531-9424

The copy center is open 24 hours a day, 7 days a week. Costs of the package will vary depending on shipping method and delivery time, but are expected to be \$300 or less. Exact costs can be provided by any of these Kinko's contacts: Zack Zellars, Margaret Prince, David Burnette or Jeff Vesper. Requests via fax are preferred to minimize potential errors. Please provide the customer name, company name, shipping address (no P.O. boxes), and telephone number. Also provide credit card type, card number, and expiration date or indicate other method of payment. All copying and delivery costs are the sole responsibility of the offeror.

All site-specific proposals are to be prepared using technical data obtained exclusively from the site data package in the National Technology-Specific Geothermal Heat Pump SUPER ESPC library. Any assumptions used due to incomplete information should be clearly stated. The part of the library available from Kinko's on diskette can also be downloaded from the same internet site as the RFP.

L.14 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION ALTERNATE I  
(MAY 1998)

This acquisition sets aside one of the awards for qualified small businesses. The size standard for this solicitation is \$20M. The Standard Industrial Classification (SIC) is 8711.

L.15 NUMBER OF AWARDS (May 1997)

It is anticipated that there will be a minimum of one and a maximum of five awards resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.16 ALTERNATE PROPOSAL INFORMATION - NONE (MAY 1997)

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.17 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL (MAR 97)

(a) General

Proposals are expected to conform to the solicitation provision entitled "Preparation of Offers" and be prepared in accordance with this section. To aid in evaluation, proposals shall be clearly and concisely written, neat, page-numbered, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be identified with the name of the offeror, the date, and the solicitation number.

(b) Overall Arrangement of Proposal

(1) The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of each proposal volume and the required packaging and grouping is also shown in the matrix below.

(2) Signed Originals. Copy No. 1 of the proposal shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

This solicitation includes Qualification Criteria (see Section M). Qualification Criteria shall be addressed in Volume I, as indicated below.

Proposal Volume - Title	Total Copies Required
Volume I - Offer & Other Documents	2
Volume II - Technical	8
Volume III - Price	3

L.18 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, OFFER AND OTHER DOCUMENTS (APR 1997)

(a) General

Volume I, Offer and Other Documents consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, make or buy program, justification for noncompetitive proposed subcontracts, identification of technical data to be withheld, request for waiver of patent clauses, and any deviations taken. Although it incorporates them by reference, it does not physically include the other volumes.

(b) Format and Content

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

- (1) Standard Form 33
- (2) Offeror Representations, Certifications, and Acknowledgments fully executed.
- (3) Additional information to be furnished by the offeror.
- (4) Competition in Subcontracting.
- (5) Exceptions and Deviations taken to the model contract.
- (6) Summary of Exceptions and Deviations taken in other Volumes.
- (7) Qualification Criteria - statement indicating inclusion on the DOE list of qualified ESCOs.

(c) Offeror Representations, Certifications, and Other Statements of Offerors.

Offeror Representations, Certifications, and Other Statements of Offerors (see Part IV, Section K) are to be executed fully and a copy included in each copy of Volume I, Offer and Other Documents.

(d) Additional Information to be Furnished

(1) Government Property

- (i) Unless otherwise stated, the offeror is expected to furnish all property (including, but not limited to facilities, equipment, special tooling, and material) necessary for the

performance of the work defined in this solicitation. Government property as used herein means all Government-furnished property, together with all property acquired by the Contractor, title which vests in the Government.

(ii) Indicate in this Volume I whether or not the proposal is based on the use of Government property. If the offeror proposes to use Government property to perform the work (whether or not such property is presently in the possession of the offeror), provide the particulars in the Cost/Price Proposal volume, along with a statement signed by an executive corporate official (or the equivalent in a non-corporate entity) which:

(A) Expresses the offeror's unwillingness or financial inability to acquire the necessary property with the Offeror's resources; or

(B) Explains that time will not allow the Offeror to make the necessary arrangements to obtain timely delivery of such property to meet the Government's requirements even though the Offeror is willing and financially able to acquire the property. Such an explanation is to include cost benefit studies that treat lease versus buy versus use of the Government property. In this case, existing Government property, if available, may be provided until the property acquired by the offeror is delivered, installed, etc.

(e) Competition in Subcontracting

(1) See clauses entitled "Subcontracts - Fixed-price Contracts" and "Competition in Subcontracting" of the contract clauses.

(2) The offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed subcontractors shall be discussed in this section. Non-competitive selection of proposed subcontractors must be justified.

(f) Exceptions and Deviations to the Model Contract

(1) The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Representations, Certifications, and other Statements of the Offeror, the requirements of this Section, and other matters.

(g) Summary of Exceptions and Deviations Taken in Other Volumes

The offeror shall summarize each technical, cost, business, or other exception taken elsewhere, and provide specific cross references to its full discussion.

(h) Offeror shall provide evidence of acceptance onto the DOE Qualified List of Energy Service Companies or shall show evidence of actions taken in applying for acceptance onto the Qualified List.

(i) Offeror shall complete Schedule H-5, Cancellation Ceilings, for each site listed in the technical data package.

L.19 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL  
(May 1998)

- a. General Requirements. Technical Proposals shall be precise, factual, complete and descriptive in sufficient detail to allow the Government to evaluate the offeror's proposed approach and qualifications to perform the required services. The Government shall not be

obligated to evaluate information that does not follow the prescribed/required format. Technical proposal evaluation factors are provided in Section M.

In order that your Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost/price information is to be included in your Technical Proposal. Where estimated manhours will provide clarity, they shall be quoted in manhour figures only, with no indication as to the cost of these manhours. However the contractor shall include with the Technical Proposal a copy of Schedule H-4 (leaving columns (f), (g) and (h) blank) for the single "initial project" site, as H-4 provides a summary of the estimated energy and energy cost savings by ECM, technology category, and delivery order.

- b. Proposal Length Requirements. The proposal text should be typed in Times New Roman font 11 pitch (or equivalent) and printed, unreduced in size, on 8-1/2" by 11" paper. In no case shall the General National Contract Capabilities - Part I, exceed sixty (60) pages in length, including all exhibits, relevant appendices and personnel biographies. Part II narrative description of the "initial project" technical approach shall not exceed twenty-five (25) pages in length. In addition in Part II offerors are allowed a maximum of sixteen (16) pages for ECMs in the primary technology category (i.e., GHP systems) and eight (8) pages for each ECM in required associated technology categories, including any appendices or attachments to each ECM narrative to provide supporting information such as manufacturer's data and assumptions/analyses for ECM proposed energy savings. Illustrations shall be legible, and foldouts shall, in general be held to 11" wide by 17" long in size. A limited number of foldouts may be longer, as appropriate (e.g. progress flow sheets, work breakdown structure, etc.). Technical Proposals exceeding the stipulated page limits will be evaluated on the first 60 pages only for Part I and first 25 pages only for the "initial project" technical approach plus the first 16 pages for the primary ECM and first 8 pages for each associated ECM Part II. To avoid unnecessary duplication and bulk in the proposal, offerors proposing the same ECM in multiple buildings shall define that entire activity as one ECM. Further, ECMs that differ in minor ways across buildings shall be defined as one ECM with the minor differences explained.

c. Format and Content

Volume II, Technical Proposal, shall include the following components:

- Table of Contents and List of Tables and Figures
- Technical Discussion
- Technical Exceptions and Deviations

These major headings may be subdivided or supplemented by the offeror as appropriate.

(1) Table of Contents and List of Tables and Figures. A suitable table of contents shall be provided for each section for ready reference to key paragraphs, figures, and illustrations.

(2) Technical Discussion. This section shall contain the major portion of the Technical Proposal. Offerors shall organize their proposals such that each evaluation criterion described in Part IV Section M and repeated in italics in L.19.1 and L.19.2 below is a separate subsection within the technical discussion. The by-criterion subsections should, at a minimum, clearly address the subordinate factors or subcriteria listed under each criterion, if any. The technical discussion should be presented in as much detail as practical and include the following aspects for appropriate criteria or subordinate factors.

(i) Discussion of the criteria as required by paragraph d. L.19.1 and d.L.19.2.

(ii) Other Pertinent Information. This section shall contain any other pertinent information that will supplement or aid in the understanding and evaluation of the Technical Proposal.

(3) Summary of Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation.

Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of the proposal(s) as unacceptable.

- d. The Technical Proposal shall consist of the following sections, in the order listed, and shall provide a response to each item.

**L.19.1 PART I - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT -- GENERAL REGIONAL CONTRACT CAPABILITIES (May 1998)**

**Criterion 1. Past Performance References**

*The offeror's experience and past performance will be evaluated under existing and prior projects for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance on previous geothermal heat pump and other projects, relative to the size and complexity of the procurement under consideration. The Government shall evaluate relevant past performance information regarding the (1) offeror, (2) predecessor companies, (3) key personnel, (4) subcontractors that will perform major (subcontractors performing 20% of the total proposed cost) or critical aspects of the requirement, (5) joint ventures, (6) entities comprising a joint venture, and (7) limited liability companies.*

*The Government will evaluate the degree to which performance demonstrates quality of products or services, cost control, timeliness, effective business relations, and customer satisfaction with*



*the client. Past Performance Survey will be used to collect past performance information from the references on the contracts that the offeror selects. Contracts selected must reflect relevant past performance information for that portion of the statement of work that each participant (offeror, predecessor companies, key personnel, and major subcontractors, joint ventures, entities comprising a joint venture, and limited liability companies) is proposed to perform. The Government shall evaluate the currency and relevance of the past performance information, source of the past performance information, context of the data, and general trends in performance.*

*The offeror is responsible for forwarding the past performance surveys, included as Section L, Attachment F to the references. The Government may consider information in other forms and from any source, and may evaluate based on any number of returned Past Performance Surveys. The Government may contact any reference or other source by any method including telephone or in writing; however, the Government has no obligation to contact any or all references.*

**PAST PERFORMANCE SURVEYS SUBMITTED TO THE GOVERNMENT BY THE OFFEROR WILL NOT BE EVALUATED.**

In the case of an offeror, predecessor companies, key personnel, major subcontractors, joint ventures, entities comprising a joint venture, and/or limited liability companies without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance, and the Government shall not include the evaluation criterion in the overall evaluation.

The offeror will identify the references in the proposal, in tabular format, for previous (construction completed) energy conservation projects with an installed cost of greater than \$250,000. At least 3 of the past projects will be geothermal heat pump-centered projects. The remaining project references may be used to demonstrate other important past performance relevant to this solicitation. If the offeror consists of a team or partnership, provide a minimum of five (5) references consisting of a minimum of three (3) for the prime, and at least one (1) reference for each of the other team members.

1. Project Title
2. Contract Number
3. Project Location
4. Project Dates
5. Client Contact Information (Contact name of contracting officer and project manager, organization name, full address, phone number)
6. Types of ECM's implemented
7. Annual Savings Achieved
8. Project Cost
9. Subcontractors

## Criterion 2. ECMs and Related Technical Capability

*Offeror descriptions of past performance will be evaluated for consistency with the Performance Information Forms completed by offeror references, responsibility determinations, and other factors that include: the offerors demonstrated capability with GHP systems and ECMs in associated technology categories; the offeror's demonstrated capability to manage, design, implement, finance, bond and maintain energy conservation/infrastructure capital renewal projects of similar size and technologies to those required; the offeror's demonstrated capability to provide a full range of turnkey services from management to financing, either independently or with a joint venture/teaming approach; the offeror's demonstrated ability to provide good quality control, workmanship and to conform to specifications; the offeror's demonstrated performance in accurately estimating and managing project cost effectiveness; the offeror's demonstrated ability to successfully develop, implement and adhere to work schedules; the offeror's demonstrated ability to conduct the project in a businesslike manner and willingness to cooperate with government personnel and other contractors.*

*Each offeror will be evaluated on his/her demonstrated technical capabilities in the primary and associated ECM technology categories cited in the Statement of Work. This evaluation will include the offeror's demonstrated ability to determine the most cost-effective member of the family of GHP systems for specific applications; acquire partners, team members, or subcontractors to increase capability for successful delivery of the selected GHP systems and associated CMs; the offeror's demonstrated understanding of the intent of DOE/FEMP M&V guidelines for Federal Energy Projects as applied to the family of GHP systems and ECMs in associated technology categories; the offeror's demonstrated capability to successfully implement baseline and M&V methods that are consistent with M&V protocols and that are acceptable methods to verify that the guaranteed level of cost savings is delivered over a year; the offeror's demonstrated responsibility for operations, maintenance and repair of GHP and associated ECMs appropriate for ECM complexity, and flexibility to meet Government site-specific project O&M needs; and the extent to which the offeror's training approach demonstrates understanding of Government training needs.*

### **1. GHP and Other Energy Project Experience, Including Financing:**

The offeror shall briefly describe the same past projects selected for submittal of Performance Information Forms by references under Criterion 1 so that offeror descriptions of these projects can be evaluated under Criterion 2. These projects shall demonstrate the offeror's ability to successfully implement ECMs in the primary technology category and, as applicable, the associated technology categories identified in Section C.2. When describing the past projects, remember that the descriptions will be evaluated according to the evaluation factors in the first paragraph under Criterion 2. Do not repeat the basic project information provided under Criterion 1. Address, at a minimum, the following items:

- Proposer's role in projects listed (e.g., survey, feasibility study, design, financing, construction, operation, maintenance, measurement and verification of savings, etc.); whether the contractor was the prime or the subcontractor;

- Primary and associated technology categories addressed and ECMs within each category successfully implemented;
- Identify whether the projects had performance-based requirements similar to this solicitation and, if so, specify:
  - (a) The initial baseline energy consumption of client facilities;
  - (b) The annual energy and cost savings proposed in the contract; and
  - (c) The actual annual energy and cost savings achieved;
- Project implementation price;
- Describe project performance in terms of schedule and budget (e.g. on time/on budget, early, late, under/over budget, reasons), quality control and workmanship;
- Subcontractors used in previous projects;
- Describe any contract termination actions taken by client;
- 1. Describe the approach to providing project financing for previous performance-based energy services contracts, including financial instruments or approaches used on previous projects, and identify financier points of contact, and phone numbers;
- Identify sureties the firm has utilized to acquire performance and payment bonds during the construction phases, and provide surety points of contact and phone numbers.

## 2. **ECM Technology Capability**

Describe your capabilities with regard to the primary and associated technology categories in Section C, Item C.2. When describing ECM technology capability, remember that the descriptions will be evaluated according to the evaluation factors in the second paragraph under Criterion 2. Address, at a minimum, the following items:

- a. The offering firm's capability to successfully implement members of the family of GHP systems not included in the past projects described under #1, GHP and Other Energy Project Experience, above.

- b. The offering firm's capability to successfully implement the ECMs representative of each associated technology category not included in the past projects described under #1, GHP and Other Energy Project Experience, above.
- c. How the offeror will acquire the skills and capabilities to successfully implement ECMs representative of each technology category required, which are outside the firm's current capability or experience.
- d. The baseline development and measurement & verification (M&V) methods appropriate for determining energy savings performance of ECMs representative of the primary and each associated technology category. The offeror shall demonstrate an understanding of the intent of DOE/FEMP M&V Guidelines for Federal Energy Projects as applied to the family of GHP systems and ECMs in associated technology categories.
- e. Specify the level of operation, maintenance, and repair responsibility the Offeror typically assumes for ECMs representative of the primary and each associated technology category.
- f. Describe the preventative maintenance, inspection, and repair program the Offeror typically provides for ECMs representative of the primary and each associated technology category.
- g. Identify ECMs for which the Offeror would provide Government employee training and describe the training that typically would be provided.

### Criterion 3. National Projects Management Approach

*Each offeror will be evaluated on his/her demonstrated capability to manage projects that may be anywhere in the nation and to provide a suitable organizational structure to support contract performance. Elements to be evaluated include: the extent to which the organization covers all key elements of successful performance-based project management and provides clear assignment of responsibility for all project phases; overall management system demonstrates capability to successfully perform under the contract; the extent to which the proposer's project process demonstrates an understanding of necessary Government involvement at key stages during a project's implementation and performance periods; the extent to which the proposer's demonstrated national project O&M approach provides assurance of effective project performance and provides locally responsive maintenance support; verified qualifications of primary personnel (prime and subcontractor) with demonstrated experience and success in project management, facility surveying, energy savings estimating, energy and ancillary cost savings estimating, construction cost estimating, design, financing, construction, commissioning, operations, maintenance, repair, performance measurement and verification, and training; verification that subcontracting plan indicates effective management approach to select subcontractors and provides quality control and oversight of subcontractor work; verification that subcontractors are selected on competitive basis to the maximum practicable extent, with an emphasis on*